

**FISCAL YEAR 2020****ANNUAL FUNDING AGREEMENT**

CONTRACT NO. A18AV00235

**Adult Detention Services**

(Mature Definite for 01/01/18 to 12/31/22)

**BY AND BETWEEN****THE NAVAJO NATION****AND****THE UNITED STATES****DEPARTMENT OF THE INTERIOR****Bureau of Indian Affairs****Navajo Regional Office****FOR THE PERIOD****January 1, 2020 through December 31, 2020****Pursuant to 25 U.S.C. 5301 et. seq.****(Pub. L. 93-638, as amended)**REC'D BIA-NRO-ISD  
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## ANNUAL FUNDING AGREEMENT

This Annual Funding Agreement (“AFA”) is entered into between the Navajo Nation and the United States Department of the Interior (“DOI”), pursuant to the agreement between the Navajo Nation and DOI for Adult Detention Services, pursuant to Title I of the Indian Self-Determination and Education Assistance Act (“ISDEAA”), Pub. L. 93-638, as amended (hereinafter referred to as the Contract).

### A. PROGRAM, FUNCTIONS, SERVICES AND ACTIVITIES

1. The Navajo Nation agrees to administer and perform those portions of the Bureau of Indian Affairs’ (“BIA”) Adult Detention Services identified in the Scope of Work, attached hereto as Attachment A and incorporated herein by reference, in accordance with its own laws and policies and the terms, provisions, and conditions of the Contract and this AFA and any attachments hereto. The program standards, including any provisions of Federal Regulations waived by the Secretary, are identified in Section B of the Contract.
2. The Navajo Nation agrees that any services or assistance provided to Indian beneficiaries under the Contract and this AFA shall be provided in a fair and uniform manner subject to applicable laws and regulations.
3. The Navajo Nation shall obtain from the BIA all such funds and other resources made available for the benefit of the tribe and Indian beneficiaries for all programs to be operated and services to be delivered by the Navajo Nation through the Contract and this AFA on behalf of the DOI, except for “Trust” and executive functions of the BIA considered non-contractible under the ISDEAA, as amended.
4. The BIA shall transfer to the Navajo Nation all such funds and other resources available for the benefit of the Tribe and Indian beneficiaries through the Contract in the most expeditious manner authorized by law, and shall provide technical support and

## SCOPE OF WORK

### SECTION 1.

**Programs.** The Navajo Division of Public Safety, Department of Corrections, (“the Contractor”) shall perform that portion of the Bureau of Indian Affairs **Adult Detention Services Programs** described herein in accordance with the term, provisions and conditions of the Contract.

### SECTION 2.

**Program Standard.** The Contractor Agrees to administer programs, services, function, and activities listed in Section 1 above in conformity with the following standards:

- A. **Purpose.** The Contractor agrees to administer programs, services, functions, and activities under this Agreement in accordance with Navajo Nation laws and policies, which are incorporated herein by reference. The provisions of Federal regulations promulgated to implement Public Law 93-638, as amended, and other applicable Federal regulations applicable to Indian tribes shall apply, unless such regulations have been waived by the Secretary, Department of the Interior.
- B. **Intent.** The Contractor shall conduct programs and services under this contract to address the Navajo Nation Council. The corrections programs to be conducted shall include any and all services authorized by law for which funds have been appropriated by the Bureau of Indian Affairs (“BIA”) or made available from other agencies through the BIA. Funds made available may be utilized to acquire other resources to further the objectives of this Agreement.
- C. **Standards:** The Contractor shall use the following detention operations program standards:
  - (1) 25 C.F.R. Part 10: Indian Country Detention Facilities – Policies and Procedures to Operate Detention Facilities.
  - (2) 25 C.F.R. Part 63, Indian Child Protection and Family Violence Prevention.
  - (3) Navajo Nation and 9<sup>th</sup>, 10<sup>th</sup>, and District of Columbia circuit court decisions related to Public Law 93-638 Indian Country correctional facilities.

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- (4) The Indian Civil Rights Act, 25 U.S.C. § 1301 et seq. and the Navajo Nation Bill of Rights, 1 N.N.C. § 1 et seq.
- (5) Consent Decree in *Silver et al. vs. Pahe*, No. WR-CV-235-92
- (6) BIA Office of Justice Services, Division of Operations Handbook, 1st Edition.
- (7) BIA Adult Detention Standards
- (8) Navajo Nation Model Inmate Handbook
- (9) Prison Rape Elimination Act (PREA) Prison and Jail Standard, 28 CFR 115

D. **Juvenile Definitions.** For purposes of this Contract, the terms “juvenile,” “status offense,” and “juvenile delinquent” are defined as follows:

- (1) Juvenile—A person who has not attained his or her 18<sup>th</sup> birthday.
- (2) Status offense—A violation of the Navajo Nation Children’s Code when a juvenile does some act that would not be considered illegal if an adult did it but that indicates the minor is beyond parental control such as truancy or habitual disobedience
- (3) Juvenile Delinquent—also referred to as a criminal-type offender, a juvenile who has been charged with or adjudicated for conduct that would, under Navajo Nation law, be crime if committed by an adult.

### Section 3.

### **Scope of Bureau Programs to be Performed**

- A. **Performance of Contract Scope of Work.** The Contractor shall provide corrections services to individuals who have been remanded to its custody by Navajo Nation courts and/or individuals pending adjudication by Navajo Nation courts.
  - (1) The authority to perform and carry out the terms of the Scope of Work shall be vested in the Contractor.
  - (2) The Contractor may enter into subcontracts and retain subcontractors to perform this Scope of Work.
- B. The Contractor may enter into agreements with other governmental entities (which may include federal, state, county, local or other tribal agencies) to lease Contractor’s jail beds to house individuals who have been remanded for incarceration under the respective agency’s judicial/court system. The Contractor may charge a fee equal to the industry’s standard rate under the agreements.
- C. **Purpose.** To state the terms, conditions, and work to be performed under the Contract, the rights and responsibilities of each for the Parties and to enable

- (4) Traveling to and from Navajo Indian Country to professional service facilities;
- (5) Traveling to and from and attending meetings, conferences and training sessions;
- D. The Contractor shall obtain all necessary licenses, permits, certification insurance and approvals required by tribal, state, and Federal statutes to perform all programs and functions under this Contract.
- E. Complaints. The Contractor shall develop and maintain a reporting system, which allows any resident of, or visitor to the Navajo Nation Adult Corrections Facilities in Navajo Indian Country to report suspected or alleged Corrections Personnel misconduct or mismanagement.
- F. Incidents. The Contractor shall maintain a reporting system to notify the BIA Corrections Division of the number and type of serious incidents involving detainees and the disposition through serious incident reports and monthly statistical reports. When a serious incident occurs, the Contractor's Officer in Charge ("Officer in Charge") shall immediately notify by telephone the Department of Corrections Director ("DOC Director"). If the DOC Director is not available, the Officer in Charge shall immediately notify by telephone the next delegated individual. The Officer in Charge who directly observed or responded to the serious incident shall complete a serious incident report that will be immediately transmitted to the DOC Director's review. The DOC Director shall immediately notify the OJS Corrections Program Specialist or the BIA District IV Special Agent In-Charge telephonically of the incident. A serious incident report, upon completion, shall be forwarded to the Navajo Nation Department of Justice and BIA, OJS District IV Office, Albuquerque, NM. 7 BK

#### G. **Detention Facilities**

- (1) The Contractor will operate the following Detention Facilities:

- (a) Window Rock Adult Detention Facility  
Window Rock, Arizona
- (b) Crownpoint Adult Detention Facility  
Crownpoint, New Mexico
- (c) Shiprock Adult Detention Facility  
Shiprock, New Mexico
- (d) Chinle Adult Detention Facility  
Chinle, Arizona

*does not receive Facility  
DAM funds*

(h) Preliminary Health Care Screening (Not a Medical Clearance). Corrections Staff, trained by IHS Community Health Nurses, shall perform medical screening of all detainees prior to the Corrections personnel accepting the detainees into the facility and shall record findings on a printed screening form approved by the Indian Health Service in order to ensure that no sick or injured person is booked or held in corrections facility unless a medical release has been obtained from a medical officer and to ensure that any detainee requiring medical attention is treated as soon as possible. OK

(i) Suicide Screening. The Corrections Lieutenant/Sergeant shall ensure that all detainees are screened for a risk of suicide at the time of booking. When a risk is identified, Corrections Staff shall make an emergency referral to the Indian Health Service for evaluation by a health care professional. The detainee shall be continuously monitored until assessment has been completed.

(j) Twenty-Four Hour Emergency Care. NDOC Corrections Lieutenant/Sergeant shall work the Indian Health Services to develop a written plan for the provision of twenty-four (24) hour emergency medical, dental, and mental health care. The Corrections Lieutenant/Sergeant shall work the Indian Health Service to update the plan as needed and review it annually.

(k) Health Care Treatment. NDOC will work with IHS to provide treatment pursuant to written direct orders by health care professionals authorized by law to give such orders.

(l) Management of Medication. NDOC Lieutenant/Sergeant shall work with IHS to provide for the proper management of individual doses of medications kept in the facility for detainees. Corrections Lieutenant/Sergeant and Indian Health Service shall review the statement of purpose annually and update it as needed.

(m) Male and Female Staff Requirements. When both males and females are housed in a facility, at least one male and one female staff member shall be on duty at all times.

(n) Full Coverage of Corrections Officer Posts. Corrections Officer posts shall be located in or immediately adjacent to detainee living areas to permit officers to hear and respond promptly to emergency situations.